

Quitclaim Deed

With Covenants

013734NO TRANSFER
TAX PAID

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KNOW ALL MEN BY THESE PRESENTS, that we, Henry R. Vigue and Joanne M. Vigue, whose address is 15 Barnet Street, Waterville, County of Kennebec, State of Maine, for consideration paid

grant to Joanne M. Vigue and Henry R. Vigue, Trustees, or their successors in trust, under the Joanne M. Vigue Living Trust dated October 26, 1994, and any amendments thereto, whose address is 15 Barnet Street, Waterville, ME 04901

With Quitclaim Covenants, the land in ~~Waterville~~ with the buildings thereon, County of Kennebec, and State of Maine, bounded and described as follows, to wit:

Beginning at an iron pin located on the northerly line of Barnet Avenue, which iron pin is one hundred (100) feet westerly from an iron pin in the southwest corner of land now or formerly of Valmond and Anita Cabana; thence N78°06'W along the northerly line of Barnet Avenue a distance of ninety (90) feet to an iron pin; thence along a curve to the right a distance of fifteen and seventy-one hundredths (15.71) feet to an iron pin located in the easterly line of proposed Lynn Street; thence N11°56'E along the easterly line of proposed Lynn Street a distance of one hundred twenty-one and three tenths (121.3) feet to an iron pin and land formerly of Ralph Nash; thence S78°06'E a distance of one hundred (100) feet to an iron pin; thence S11°56'W a distance of one hundred thirty-one and three tenths (131.3) feet to an iron pin and the point of beginning.

Meaning and intending to convey Lot#4 as shown on plan entitled "Subdivision of land of Lester T. Jolovitz: and approved by the Waterville Planning Board May 23, 1983 and recorded in Kennebec Registry of Deeds File #E-83062.

Being part of the premises conveyed to Ware-Butler, Inc. by warranty deed from Lester T. Jolovitz dated July 25, 1985 and recorded in Kennebec Registry of Deeds Book 2830, Page 270.

This conveyance is made subject, however, to the following restrictions which will be binding upon the said grantees and all persons claiming or holding under said grantees:

1. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof at any time, nor shall said lots be subdivided or sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.

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222 Kennedy Memorial Dr.
Waterville, ME 04901

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2. That no house for more than one family and costing less than forty thousand dollars (\$40,000.) shall be built on said land, and no building, including garages, shall be erected or placed on any part of said land within thirty (30) feet of said Barnet Avenue and within ten (10) feet from any boundary line.
3. That no placards or advertising signs, other than such as relate to the sale or leasing of said lots, shall be erected or maintained on said lots or any building thereon.
4. That no fences or construction of any kind, other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
5. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any buildings thereon.
6. The grantees, their heirs and assigns, shall not obstruct or divert the natural flow of water across the above described parcels of land as to cause damage or nuisance to any abutting owner.
7. That if the owner of two or more contiguous lots desire to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants or restrictions shall be construed as applying to a single lot.
8. The grantor herein does not hold themselves responsible for enforcement of the aforementioned restrictions.

Being the same premises as conveyed by Warranty Deed of Ware-Butler, Inc., to Henry R. Vigue and Joanne M. Vigue on November 5, 1986 and recorded in the Kennebec County Registry of Deeds in Book 3070, Page 172.

In Witness Whereof, we have hereunto set our hands this 22nd day of the month of May, A.D. 1997.

Signed and Delivered in
the presence of

Wayne R. Theriault

Henry R. Vigue
Henry R. Vigue

Wayne R. Theriault

Joanne M. Vigue
Joanne M. Vigue

State of Maine
County of Kennebec

ss.

5/22, 1997.

Then personally appeared the above named Henry R. Vigue and Joanne M. Vigue and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Nancy S. Tebbetts
Notary Public



RECEIVED KENNEBEC SS.

97 JUN 18 AM 9:00

ATTEST: Theresa B. [Signature]
REGISTER OF DEEDS

Nancy S. Tebbetts
My Commission Expires
May 18, 1999

Wayne R. Theriault, Esquire
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